

BOARD OF ESTIMATE AND CONTRACT

ROME, NEW YORK 13440-5815

Joseph R. Fusco, Jr., Mayor

John Mazzaferro, President of Common Council

Frank Tallarino, Commissioner of Public Works

Timothy A. Benedict, Corporation Counsel

David C. Nolan, Treasurer

**BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION**

**MAY 28, 2015
3:00 PM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**

RES. NO. 123

A

RESOLUTION AUTHORIZING EXPENDITURE OF \$350,000.00 FROM THE CAPITOL RESERVE ACCOUNT TO BE USED TO BUY-OUT THE UNITED STATES BANKRUPTCY TRUSTEE'S INTEREST IN THE BANKRUPTCY ESTATE ASSOCIATED WITH PROPERTY COMMONLY KNOWN AS "PARK DRIVE ESTATES". Benedict – Mayor

RES. NO. 124

B

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH VERTEX GEOSPATIAL, INC. FOR TECHNICAL ASSISTANCE AND GIS CONSULTING SUPPORT. Tallarino

RES. NO. 125

C

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A SERVICE AGREEMENT WITH MOBILE DRUG TESTING OF UPSTATE NEW YORK. Piekarski

RES. NO. 126

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AUTHORIZATION TO AMEND APPROVED PURCHASE ORDER AND VOUCHER SIGNERS LIST. Nolan

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AUTHORIZING BUDGETARY TRANSFER. Nolan

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F

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AN AGREEMENT WITH MCCI—JUST FOIA. Glasso

RES. NO. 129

G

AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH MORGAN SPECIALIZED CONTRACTING INC. PURSUANT TO ORIGINAL BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 86 ADOPTED APRIL 9, 2015, RELATIVE TO THE ROME FIRE DEPARTMENT BATHROOM & SHOWER RENOVATIONS. Brement

RES. NO. 130

H

AUTHORIZING SETTLEMENT OF LAWSUIT FILED AGAINST THE CITY OF ROME, NEW YORK. Benedict

RES. NO. 131

I

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO REHABILITATION AGREEMENT WITH BUYER AND APPROVING THE SALE OF CITY OWNED PARCEL LOCATED AT 109 CANAL STREET, ROME, NEW YORK. Domenico

7. TABLED RESOLUTION

RES. NO. 89

H

AUTHORIZING THE DELETION OF ONE POSITION OF COMMUNITY DEVELOPMENT SPECIALIST AND THE CREATION OF ONE POSITION OF COMMUNITY DEVELOPMENT ADVISOR WITHIN THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT. Lovett

RES. NO. 120

R

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AMENDMENT NO. 1 WITH GHD CONSULTING ENGINEERS FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES RELATED TO THE CITY OF ROME RAW WATER TUNNEL REHABILITATION PROJECT. Tallarino

RES. NO. 121

S

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO AMENDMENT NO. 2 WITH GHD CONSULTING ENGINEERS FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES RELATED TO THE CITY OF ROME UV DISINFECTION FACILITY PROJECT. Tallarino

8. ADJOURNMENT

RESOLUTION NO. 123

RESOLUTION AUTHORIZING EXPENDITURE OF \$350,000.00 FROM THE CAPITOL
RESERVE ACCOUNT TO BE USED TO BUY-OUT THE UNITED STATES BANKRUPTCY
TRUSTEE'S INTEREST IN THE BANKRUPTCY ESTATE ASSOCIATED WITH
PROPERTY COMMONLY KNOWN AS "PARK DRIVE ESTATES"

By _____:

WHEREAS, the property commonly referred to as Park Drive Estates (Tax M 243.000-1-1.23), hereinafter as "Property" or "Park Drive Estates", which is owned by Park Drive Estates, LLC, has tax liens against the Property in the amount of Seven Hundred Forty-Three Thousand, Three Hundred Sixty-nine and 77/100 Dollars (\$743,369.77); and

WHEREAS, in 2013, the City of Rome commenced foreclosure proceedings against the Property pursuant to Article 11 of the Real Property Tax Law, which resulted in an Order of Foreclosure being presented to Hon. Patrick F. MacRae, J.S.C., in April 2014; however, prior to the Order being signed, Park Drive Estates, LLC, commenced a proceeding in Bankruptcy Court of the Northern District of New York, pursuant to Chapter of the Bankruptcy Code, in response to which the City of Rome made a motion to dismiss on the basis of "bad faith", which said dismissal was granted by the NDNY Bankruptcy Court; and

WHEREAS, upon dismissal of the Chapter 11 proceeding, Park Drive Estates, LLC, commenced a Bankruptcy Proceeding under Chapter 7 of the Bankruptcy alleging debts to several entities of more than \$1.5 million and, subsequently, filed an adversary proceeding against the City of Rome, in response to which the City made a motion to dismiss on the basis of, *inter alia*, "bad faith", which said dismissal motion was granted by the NDNY Bankruptcy Court; and

WHEREAS, the Property Owner has appealed the rulings favorable to the City of Rome, for which it is expected that the City will not have a confirmation of the Bankruptcy Court's favorable ruling for, approximately, twenty-four (24) months; however, a favorable ruling is not guaranteed, such that the City faces a risk that the proceedings—including the adversarial proceeding—will continue and result in additional costs and expenses; and

WHEREAS, the Property is in a deteriorated and dilapidated condition, which will continue to worsen over the course of the next twenty-four (24) months, which will adversely impact the health, safety and welfare of the citizens of the City of Rome and will require the City to undertake efforts and expense to remediate the conditions at a significant cost; however, the City's ability to collect the money expended to remediate the conditions is virtually non-existent based on the Property owner's refusal to pay taxes and administrative remediation costs in the past and the fact that the property is in bankruptcy and foreclosure; and

WHEREAS, the City of Rome—by effect of law—must make the City of Rome School District “whole” for any taxes not paid, such that—during the pendency of the Bankruptcy appeals—the City—based on current tax rates—will be required to pay the School an additional \$185,000-200,000; and

WHEREAS, the Bankruptcy Trustee has agreed to settle all bankruptcy proceedings for the amount of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00), and has executed a Stipulation of Settlement with the parties to effectuate same; and

WHEREAS, Hon. Joseph R. Fusco, Jr., Mayor, is of the opinion that the Property—by virtue of: its proximity to the Griffiss Business and Technology Park; relative close proximity to prospective nano-technology activities at SUNY-POLY; having existing water, sewer, gas and electric utilities; its proximity to the Mohawk River and recreational trail; proximity to the Mohawk Valley Community College; fact that the Property may benefit from new OCIDA residential investment incentives; and proximity to City amenities and businesses—is the most attractive piece of developable land in the insides district of the City, such that the City’s best interests are furthered by the City obtaining ownership of the Property, so as to ensure the City is able to control the manner in which the Property is developed to ensure the development is of a high quality, is at “market rate” and meets the residential and mixed-development needs of the City; and

WHEREAS, it is Mayor Fusco’s opinion that obtaining ownership of the Property will improve the tax-base of the City and will benefit the citizens of the City of Rome, such that Mayor Fusco respectfully requests that the City of Rome Board of Estimate and Contract approve expending \$350,000.00 from the City of Rome Capital Reserve Account, which said account has, approximately, \$900,000.00; and

WHEREAS, upon the City obtaining ownership, the City of Rome Common Council will have the authority to—in cooperation with the City Administration—approve the manner in which the Property is developed and the terms and conditions under which the Property is sold and/or conveyed; now, therefore,

BE IT RESOLVED, pursuant to Section 91 of the City of Rome Charter Law—Title A, the City of Rome Common Council hereby authorizes the transfer and/or expenditure of Three Hundred Fifty Thousand and 00/100 Dollars (\$350,000.00) from the “Capital Reserve Account”, to such account(s) as may be necessary or otherwise to be used to settle all pending bankruptcy proceedings involving the property known as “Park Drive Estates”, and that said expenditure is in the City of Rome’s best interests and will facilitate the City to undertake the capital project associated with remediating the Property for future development in accordance with the City of Rome Master Plan and prudent development principles; and

BE IT FURTHER RESOLVED, by the City of Rome Board of Estimate and Contract that the Mayor of the City of Rome, the City Treasurer and/or the Corporation Counsel, or their designees, are hereby authorized to execute such documents and/or instruments as may be necessary to effectuate the expenditure authorized hereby to settle any and all bankruptcy proceedings pending involving the Park Drive Estates, so as to permit the City of Rome to obtain ownership of the Property.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 124

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
A PROFESSIONAL SERVICES AGREEMENT WITH VERTEX GEOSPATIAL, INC.
FOR TECHNICAL ASSISTANCE AND GIS CONSULTING SUPPORT.

By _____:

WHEREAS, Frank D. Tallarino, Jr., Commissioner of Public Works for the City of Rome, has recommended that the City of Rome, New York retain the professional services of Vertex Geospatial, Inc., of New Hartford, New York, for on-going GIS technical services in support of its engineering infrastructure and mapping initiatives; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into a professional services agreement with Vertex Geospatial, Inc., of New Hartford, New York, by which Vertex Geospatial, Inc., will provide services to the City of Rome regarding GIS technology, at a cost not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00), in accordance with its proposal, which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the term of the Agreement shall be retroactive from March 1, 2015 and shall terminate December 31, 2015.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

February 25, 2015

Mr. Frank Tallarino
City of Rome Public Works
198 N Washington St
Rome, NY 13440

RE: Ongoing GIS Professional Services

Dear Frank,

I would like to thank you for the opportunity to provide the City of Rome with ongoing GIS technical services in support of its engineering infrastructure and mapping initiatives.

Vertex Geospatial staff will provide "as-needed" technical assistance and GIS consulting support to ensure the successful deployment and operation of GIS activities within the City Government, particularly, DPW. Services performed under this task may include, but are not limited to: ArcGIS Desktop and ArcGIS Online training including on-site/telephone technical support, GIS database administration support, Field Data Collection & Development, and Geospatial data analysis. Additionally, assistance with acquisition, development and updates to identified GIS data sources, ArcGIS Server system administration, support with defining GIS data relationships and establishing published datasets via ArcGIS.com and ArcGIS Server will be made available to City staff.

Services will be performed and accounted for on a time and material basis by task order. Technical support will be performed on an incident basis to allow for detailed reporting of services provided and billing on a monthly basis.

A brief description of the tasks previously discussed with an estimate to complete is provided below.

Task 1:

Support to Engineering and Public Works Department

This task provides services described above as well as project oversight and management for Tasks 2 thru 4 below.

Period of Performance: March – December 2015

Cost: NTE ~~\$24,000~~ (320 hours; Staff Level Assigned: Sr. Staff)

\$ 4,200

Task 2:

On-site ArcGIS Training; Includes Desktop and Online. Two half day sessions or as requested for designated city staff.

This task will provide City staff with hands on update/refresh training sufficient for daily operational desktop GIS analysis and deployment of web content for access of pertinent datasets in the field.

Period of Performance: February / March 2015

Cost: NTE \$1,800 (16 hours; Staff Level Assigned: Sr. Staff)

Task 3:

City of Rome Sidewalk Inventory

This task shall include the continuation of field mapping and photography of approximately 75 miles of improved sidewalks. Attribute data and condition rating scale TBD by City Engineering. Deliverable shall be provided as an Esri geodatabase feature class with condition ratings and hyperlinked photographs.

Period of Performance: May – September 2015

Cost: TM \$8,000 (400 hours, Staff Level Assigned: GIS Technician II / Intern)

Task 4:

Field Mapping Utility

This task will create an Android based portable platform for access to municipal GIS information with GPS enabled field data collection capabilities. This will include system integration services to permit city staff to perform field mapping with remote printing capability and web based information retrieval using Android tablets.

Period of Performance: May – June 2015

Cost: NTE \$6,000 (80 hours, Staff Level Assigned: Intern Sr. Staff)

Please feel free to contact me should you have any questions or concerns regarding the proposed professional GIS services noted above.

Sincerely,



Verne LaClair
President
Vertex Geospatial, Inc
(315) 225-5305



Vertex Geospatial, Inc.	
Task 1:	\$4,200
Task 2:	\$1,800
Task 3:	\$8,000
Task 4:	\$6,000
<hr/>	
	\$20,000

RESOLUTION NO. 125

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A
SERVICE AGREEMENT WITH MOBILE DRUG TESTING
OF UPSTATE NEW YORK.

By _____:

WHEREAS, Donna Piekarski, Purchasing Agent for the City of Rome, has recommended that the City of Rome, New York, retain the services of Mobile Drug Testing of Upstate New York, for onsite DOT FMCSA Drug and Alcohol testing in connection with the City of Rome's Drug and Alcohol Policy; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Mobile Drug Testing of Upstate New York, for onsite DOT FMCSA Drug and Alcohol testing in connection with the City of Rome's Drug and Alcohol Policy; now, therefore

BE IT FURTHER RESOLVED, that this contract will be for a period of one year commencing upon execution and shall include the option of two (2) one year extensions upon mutual agreement of the parties.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED: DEFEATED:

RESOLUTION NO. 126

AUTHORIZATION TO AMEND APPROVED PURCHASE
ORDER AND VOUCHER SIGNERS LIST

By _____:

WHEREAS, pursuant to Resolution 311A, adopted by the Board of Estimate and Contract on December 28, 2015, an Approved Purchase Order and Voucher Signers List was established; and

WHEREAS, City Treasurer, David C. Nolan has requested said list be amended so as to reflect the removal of Art Golden (due to retirement) and the addition of Anthony Spina; now, therefore,

BE IT RESOLVED, by the City of Rome Board of Estimate & Contract that the City of Rome hereby amends the attached list of "Authorized Signers of Purchase Orders and Vouchers", which is made part of this Resolution so as to reflect the removal of Art Golden (due to retirement) and the addition of Anthony Spina.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

Authorized Signers of Purchase Orders and Vouchers **

City of Rome

DEPARTMENT	Name	Name	Name	Name
Administrative Services	Joseph Fusco Jr	Brandon Lovett		
Animal Control	Jeanne Waite			
Assessor	Joe Surace	John Ross		
Central Maint	Frank Tallarino	Anthony Spina		
City Clerk	Louise Glasso			
Civil Service	Joseph Fusco Jr	Brandon Lovett		
Codes	Mark Domenico	Paul Ziminski	Jean Grande	
Comm & Econ Development	Jacob DiBari	Ed Seelig	Janice Sharrino	Joseph Fusco Jr
Common Council	Louise Glasso			
Corp Counsel	Tim Benedict	Gerard Feeney	Steve Huntzinger	
Electrical	Frank Tallarino	Jim Calandra		
Engineering	Frank Tallarino	Joe Guiliano		
Fire	Ron Brement	James Kirk		
Info Tech	David Nolan	Brandon Lovett		
Insurance	Joseph Fusco Jr	Brandon Lovett		
Marketing	Joseph Fusco Jr	Kathleen Perry		
Mayor	Joseph Fusco Jr			
Municipal Bldg	Frank Tallarino	Brandon Lovett	Joe Guiliano	
Parking Authority	Frank Tallarino	Brandon Lovett	Joe Guiliano	
Parks & Recreation	Ryan Hickey	Brandon Lovett	Joseph Fusco Jr	
Police	Kevin Beach	Kevin Simons	Ed Stevens	
Public Safety	Joseph Fusco Jr	Mike Grande		
Public Works	Frank Tallarino	Joe Guiliano	Thomas Jones	
Records	Louise Glasso			
Shade Trees	Frank Tallarino	Joe Guiliano	Thomas Jones	
Sign Shop	Frank Tallarino	Pete Kieffer		
Street Maint & Snow Removal	Frank Tallarino	Joe Guiliano	Thomas Jones	
Treasurer	Dave Nolan	Pasquale Lisandrelli	Dianne Schink	Denice Golden
Water Filtration	Frank Tallarino	Tom Andrews	Rob Samuels	
Water Pollution	Frank Tallarino	Dave Marino	Rick Kenealy	
Water Shop	Frank Tallarino	Tony Nash		
Service Fee Paymnt Fund	Frank Tallarino			

****If no signers are otherwise available, the Mayor or City Treasurer can sign in their absence.**

RESOLUTION NO. 127

AUTHORIZING BUDGETARY TRANSFER

By _____:

BE IT RESOLVED, that pursuant to Rome Charter Laws, Title A, Article VII, Section 91, the City Treasurer of the City of Rome is hereby authorized and directed to make the following budgetary transfer:

<u>FROM CODE NO.</u>		<u>AMOUNT</u>
AG1325.151	Treasurer: Salaries	\$1,400.00
AG1410.419	Clerk Travel & Conference	\$500.00
AG1010.418	Common Council Contract Services	\$1,000.00
<u>TO CODE NO.</u>		<u>AMOUNT</u>
AG1460.412	Record Retention	\$2,900.00

REASON: Help facilitate purchase of FOIL tracking system for the City Clerk's Office.

Seconded by _____.

AYES & NAYS: Mayor Fusco ____ Mazzaferro ____ Tallarino ____
Benedict ____ Nolan ____

ADOPTED:

DEFEATED:

RESOLUTION NO. 128

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO AN AGREEMENT WITH MCCI—JUST FOIA

By _____;

WHEREAS, The Freedom of Information Law (FOIL) was enacted by the State of New York to provide citizens with access to various documents produced by municipalities; and

WHEREAS, openness is essential for strong democracy, and with the number of FOIL requests on the rise an open management system would ensure compliance with law, reduce staff time and maintain process consistency; and

WHEREAS, Louise Glassco, City Clerk for the City of Rome, has recommended that the City of Rome, New York, retain the services of Just FOIA, by MCCI, and/or any subsidiaries, affiliates and related entities controlled or owned by MCCI, for an open management system to assist in the management of Freedom of Information Law (FOIL) requests; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into an agreement with Just FOIA, by MCCI, at an annual subscription amount not to exceed \$3,420.00, for a Freedom of Information Law (FOIL) open management system, pursuant to the attached Proposal which is made part of this Resolution.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:



Municipal Code Corporation

PO Box 2235 • Tallahassee, Florida 32316

TELEPHONE (800) 342-2633 • FAX (850) 564-7496

Scott Mursten, Account Executive • extension 1520 • smursten@mccinnovations.com

May 12, 2015

Ms. Louise Glasso
City Clerk
City of Rome
198 North Washington Street
Rome, NY 13440

Dear Ms. Glasso:

I enjoyed speaking with you recently regarding our **JustFOIA** Open Records Request Tracking Solution. Pursuant to our discussion, we are pleased to enclose our Professional Services Proposal. While reviewing the proposal, please keep in mind the following benefits offered by JustFOIA:

- ✓ **Built by and for Government Users:** The driving force behind JustFOIA's development was a large customer focus group that helped MCCI prioritize the solution's feature set, as well as ease of use.
- ✓ **Hosted Solution:** JustFOIA is an affordable hosted solution. The application and associated data is hosted in the same secure data centers Municode uses to house data for several thousand government clients.
- ✓ **Unlimited Users:** No matter the number of people you have as part of your process, JustFOIA allows for unlimited users at no additional charge.
- ✓ **Unlimited Data:** No file size limitations.
- ✓ **Improved Citizen Engagement and Transparency:** Online form, along with automated receipt verification improves the requester experience.
- ✓ **Enterprise Capability:** JustFOIA offers options for managing a specific Department's Open Records Requests, and can also be expanded to the Enterprise level.
- ✓ **External Archive Options:** While JustFOIA is a hosted solution, export options are provided for the purpose of archiving processed records requests to an external data source.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Scott Mursten
Account Executive

Louise S. Glasso

From: Scott Mursten <smursten@mccinnovations.com>
Sent: Tuesday, May 12, 2015 4:06 PM
To: Louise S. Glasso
Subject: JustFOIA - Proposal
Attachments: Rome,NY,JustFOIA (2).pdf

Louise, very nice hearing from you again this morning!

I've sharpened the pencil and have the following proposal attached. Here are a couple notes regarding this proposal;

1. I have waived the setup/configuration and training fee of \$2,000
2. The population of Rome NY is listed as 32,837, this would normally place you in our Tier 3 pricing of \$4,600/year, I have moved you 1 tier lower to our Tier 2 pricing which we price at \$3,800/year.
3. In addition I've given you the 10% existing customer discount off of the lower tiered price for being a Municode client. This reduced the annual subscription down to \$3,420.
4. Our program offers an unlimited number of users at the city, if you choose you can provide each employee of the city with a username and password without incurring any addition cost.
5. There is no additional charge or limitation on data being stored on our server. As you upload response documents to JustFOIA, you need not worry about file size limitations etc....

Louise, I hope we can do business, I've truly enjoyed our conversations and know we can help improve the FOIL process for the city.

Scott Mursten
MCCi | Account Executive
850.701.0725 ext 1520
850.363.6446
smursten@mccinnovations.com
www.justfoia.com
www.mccinnovations.com



This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit <http://www.mimecast.com>

Executive Summary

Company History

MCCi, a subsidiary of Municipal Code Corporation (The nation's leading codifier for local government), has been providing Electronic Records Management Solutions to its clients since 1998. With a client base of over 500 government agencies and satellite offices across the country, we are striving to be the leading Electronic Records Management provider in the United States.

In 2013, MCCi put together a customer focus group and collaborative initiative to develop a better method of recording, tracking, and fulfilling Open Records Requests. The result was a user-friendly, hosted, and affordable solution: JustFOIA.

Proposed Solution

MCCi is proposing the JustFOIA solution your organization. JustFOIA is a unified solution that manages Open Records Requests, regardless of location or media. Please keep in mind some of the features of JustFOIA:

- ✓ **Configurable web-based public portal for request submittal** – JustFOIA provides one common interface for logging Open Records Requests. Requests can be entered by users that are external to the organization, or they can be entered by internal users if necessary (if the requestor chooses not to make the request electronically).
- ✓ **Notification upon submission, task assignment, escalation, etc.** – JustFOIA includes robust email notification options and is not dependent on any specific email application.
- ✓ **Fulfillment status tracking** – Transparency is provided in the process by knowing the status of each request.
- ✓ **Fee management and tracking** – Many requests require charges for labor and materials. JustFOIA allows users to enter apply fees on a per request basis, and to track the status of payment throughout the process.
- ✓ **Correspondence tracking** – Correspondence (Emails, Phone Calls, Letters, etc.) can be linked to each request, so that there is a history of all related internal and external communication.
- ✓ **Detailed request history tracking** – JustFOIA automatically tracks events related to each request, and the history of each request can be viewed at any time.
- ✓ **Granular and Enterprise-level reporting** – Several preconfigured report types are provided, such as: Fee Reports, Bottleneck Reports, Processing Time Reports, Pending Requests, etc.
- ✓ **Tracking of Fulfillment Documents** – As part of the final steps in the process, JustFOIA allows the user to upload copies of the specific documents that were used to fulfill the request.
- ✓ **Full Text Search** – Full text search is available from any screen within the application.

JUSTFOIA STANDARD SERVICES & PRICING

To determine which services and products are included with your project, please refer to the Pricing Section below.

Subscription Annual Expense	
JustFOIA Population Tier 2: 10k - 30k- Existing Customer	\$3,420
Setup and Training: One-Time Expense	
Site Setup, Up to 2 Form/Process Configurations, User Setup, Up to 2 hours training	No Charge
First Year Total	\$3,420
Ongoing Subscription/Support	\$3,420

PAYMENT & BILLING TERMS

MCCI will invoice one hundred percent (100%) of the subscription amount upon providing access to the client. Balance of total project will be invoiced upon completion of the proposed professional services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

JustFOIA Implementation

Remote Configuration – Configuration services are provided remotely. As part of the standard configuration services MCCI will work with the client to configure up to two Records Request Intake Form, 15 users, as well as the departments, and security rights. Unless additional form/process configurations are purchased additional form/process configurations and users will be configured by the client with assistance provided as needed in accordance with the support terms herein.

Remote Training – JustFOIA is a simple and easy to use solution, therefore all training is provided remotely. One remote training session is included with the initial setup.

JUSTFOIA LICENSING AND FEATURES - JustFOIA is an Open Records Request Tracking Solution. It allows you to record, track, fulfill, and report on the records request process. . Below are the feature sets offered:

- ✓ Unlimited Users – Client has unlimited number of users at no additional costs.
- ✓ Public Facing Form Site – Online public request form accessible through client's website.
- ✓ Email Notifications – Status and department updates as well as daily digest and alert notifications.
- ✓ Correspondence Tracking – Log and track email, phone or mail correspondence.
- ✓ Fee Tracking – Track fees, due dates, and payments.
- ✓ On-Premise Archival – Export capabilities for archiving record request data locally.
- ✓ Proactive Status Reporting – Dashboard interface allows for immediate status update.
- ✓ Performance Metric Reports – Measure processing times by request type.
- ✓ Global Reporting – Measure performance for all departments and request types.
- ✓ Configurable Intake Form – Client branded intake form that can be configured remotely or locally.
- ✓ Mobile compatible – Compatible with most cellular devices.

HARDWARE/SOFTWARE REQUIREMENTS

JustFOIA is a hosted solution and therefore has no server-side hardware components. In addition, end-user access is provided through a web interface, which means no client side software is required. While JustFOIA works with many Internet Browsers, Internet Explorer and Google Chrome are recommended. Please pay attention to the following notes regarding browser solutions:

- Internet Explorer Version Requirement: IE Version 10 or higher.

MCCi SUPPORT

When you become a client of MCCi, you gain much more than just a new product. You gain a relationship between our staff and your organization to make your product implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both Proactive and Technical Support.

PROACTIVE SUPPORT

MCCi assigns each account with a Regional Account Executive and an internal Account Manager Team. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre implementation processes.

Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Managers' role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal system usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- Identify any needs that could easily be addressed with the current system.
- Provide resource for question and answer, best practices, how other customers are using the system with use of documented case studies.
- Provide continued education for existing and new users within the organization through the use of webinars, seminars, workshops, users group, and more.
- Dedicated sales support staff for pricing inquiries and budgetary information
- Annual support renewal notification to ensure your renewal process is timely and accurate

TECHNICAL SUPPORT

Your continued subscription to JustFOIA helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed. You have access to a toll free line to call for technical support or submit tickets online through our support center. You receive the following benefits:

- 100% upgrade credit for your existing subscription
- Free software updates for your current solution
- 24-hour FTP and website access which includes the MCCi Online Support Center
- Technical bulletins and newsletters

MCCi does provide continued technical support for all MCCi applications. Technical support is provided via email or telephone during normal business hours of 8:00 a.m. to 5:00 p.m. local time in the Continental U.S. Clients can designate several individuals who are to be the technical support contacts. Those individuals may contact MCCi at any time for technical support. There is no limit on the number of technical support calls that can be made. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates.

The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCI, a Limited Liability Company**

Date: May 12, 2015

By:

(Signature)

(Printed Name & Title)

Noted Items Accepted by: **CITY OF ROME, NY**

Date:

By:

(Signature)

(Printed Name & Title)

MCCI, a Limited Liability Company and subsidiary of MUNICIPAL CODE CORPORATION, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the JustFOIA solution according to the following terms and conditions.

JustFOIA Subscription

MCCI is the developer and hosting provider for JustFOIA. An active subscription is required to access the solution. The official subscription date is established on the date MCCI grants initial access to JustFOIA. Adjustments in annual subscription rates may be made to coincide with current U.S. inflation rates – any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

Customers may contact MCCI support via MCCI's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday-Friday (excluding major holidays) from 8:00 a.m. – 6:00 p.m. EDT.

ADDITIONAL SERVICES

As an additional service/product under this contract, MCC and MCCI can provide the following:

- Enterprise Content Management Solutions (Laserfiche). MCCI offers Laserfiche Software
- Electronic Agenda and Legislative Management (Legistar). MCCI offers the Granicus Legislative Management Suite (Legistar) and related services which provides electronic automation and creation of Agendas and Minutes. Legistar is also integrated with Laserfiche.
- Scanning and Digital Conversion Bureau. MCCI offers scanning, indexing and integration of hard copy documents, microfilm/microfiche, with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available.
- Contract Management Software (Contract Assistant). MCCI offers the Contract Assistant Software (developed by Blueridge Software) which is a solution designed to provide control and automation of the contract management process, while also offering Laserfiche integration options.
- Code Supplementation and Codification Services (MuniCode). Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).
- Utility Billing Services (MuniBills). MCCAdvantage offers billing, statement and remittance processing services as an additional benefit under this agreement. MCCAdvantage, a subsidiary of MCC, can provide the client with design, printing and mailing services for customer billing/statements of all types. These services also include remittance payment options, software and other billing solutions.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS

MCCI agrees to allow any other Government agency to purchase items, at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCI and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

LIMITED LIABILITY

In no event shall MCCI's total liability to the client exceed the project fees paid to MCCI by the client. Due to the intended use of JustFOIA being focused on "Open Records" Requests, MCCI assumes that only public and non-confidential data will be uploaded to the solution.

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY

MCCI may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

NO HIRE CLAUSE

Client and MCCI agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Client nor the MCCI will actively recruit, or solicit employees or independent contractors of either company, or the employees of any of the other Subcontractors; who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee or independent contractor is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction.

If, during the term of, or within (12) months after the termination of the performance period of this agreement, client hires directly, or indirectly contracts with any of MCCI's personnel for the performance of systems engineering and/or related services hereunder, client agrees to pay MCCI 125% of the fees paid to, or in favor of such personnel for one (1) year after such personnel separates from service with MCCI.

TERMINATION

The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

RESOLUTION NO. 129

AUTHORIZING CHANGE ORDER NO. 2 TO CONTRACT WITH
MORGAN SPECIALIZED CONTRACTING INC. PURSUANT TO ORIGINAL
BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 86 ADOPTED
APRIL 9, 2015, RELATIVE TO THE ROME FIRE DEPARTMENT
BATHROOM & SHOWER RENOVATIONS.

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 86 adopted April 9, 2015, authorized the awarding of a contract to Morgan Specialized Contracting Inc., to for the bathroom and shower renovations at the Rome Fire Department, at a total contract amount of \$85,660.00; and

WHEREAS, the Board of Estimate and Contract of the City of Rome, New York, pursuant to Resolution No. 102 adopted April 23, 2015, authorized the awarding of Change Order No. 1 for a total amount to exceed \$8,847.00, bringing the grand total of said project to an amount not to exceed \$94,507.00; and

WHEREAS, it has been recommended by Ronald Brement, Chief of the City of Rome Fire Department, that Morgan Specialized Contracting Inc., be awarded Change Order No. 2 for this project; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the contract awarded to Morgan Specialized Contracting Inc., pursuant to Resolution No. 86 adopted April 9, 2015, be and is hereby amended, whereby Change Order No. 2 is hereby awarded, to modify the contract to allow for changes which will increase the total project cost by an amount not to exceed \$3,646.00, pursuant to the attached Change Order Request, which by this reference is made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the total amount of Change Order No. 2 as described hereinabove shall be in a total amount of \$3,646.00, per the attached documentation, for a total contract price of \$98,153.00.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

Joseph R. Fusco, Jr.
Mayor



Jake DiBari
Director

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

Rome City Hall, 198 N. Washington Street, Rome, New York 13440-5815

Telephone: (315) 339-7643 Fax: (315) 838-1167

April 27, 2015

Al Morgan
MSC Morgan Specialized Contracting, Inc.
1173 County Route 45
Central Square, NY 13036
315-480-7733

RE: CHANGE ORDER #6

Additional work and items requested by the Fire Department:

REASON FOR CHANGES:

1. The existing hand dryer operates at 110volts and is very slow to heat up resulting in lack of use. Chief Brement wanted to upgrade existing unit and new unit to 208volt stainless steel units. Price includes replacement of existing unit and upgrade of the unit that was in the specifications.
2. Additional sound control, high density insulation was added to the shower/office walls and pipe wrap was added to existing supply lines where it was missing. This work was requested by the Fire Department to reduce sound transfer to office area, reduce pipe sweating and maintain hot water temps.

PLEASE NOTE: Change Orders are needed occasionally for unforeseen conditions or to improve the overall project. They are not meant to be used for excessive charges. Your cooperation is greatly appreciated.

COST OF CHANGE ORDER FIXED PRICE: \$ 1,640⁰⁰

OR

TIME AND MATERIALS NOT TO EXCEED \$ _____

CONTRACTOR SIGNATURE: [Signature]

TITLE: General Mgr.

CITY REPRESENTATIVE: _____

TITLE: _____

FIRE STATION REPRESENTATIVE: Ronal M. R.

TITLE: FIRE CHIEF

Joseph R. Fusco, Jr.
Mayor



Jake DiBari
Director

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

Rome City Hall, 198 N. Washington Street, Rome, New York 13440-5815
Telephone: (315) 339-7643 Fax: (315) 838-1167

April 23, 2015

Al Morgan
MSC Morgan Specialized Contracting, Inc.
1173 County Route 45
Central Square, NY 13036
315-480-7733

RE: CHANGE ORDER #7

ADDITIONAL SHUT-OFF VALVES: Install one (1) 2" ball valve above existing 2" gate valve to supply the main bathroom. Install two (2) 1" ball valves above the existing 1" gate valves for hot and cold supply lines to existing shower room and new bathroom/shower.

REASON FOR CHANGES:

1. The existing shut offs to the bathrooms and showers did not fully cut off water supply and the hot water valve broke. The options were to; either shut down and drain the entire system to replace the existing valves or to add new valves after the existing ones. These valves, and the additional valves added during the rough plumbing, will allow each room to be shut down for any needed repairs separately.

PLEASE NOTE: Change Orders are needed occasionally for unforeseen conditions or to improve the overall project. They are not meant to be used for excessive charges. Your cooperation is greatly appreciated.

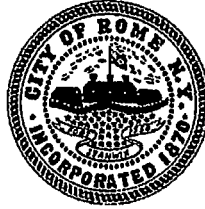
COST OF CHANGE ORDER FIXED PRICE: \$ 1265.00
OR
TIME AND MATERIALS NOT TO EXCEED \$ 1265.00

CONTRACTOR SIGNATURE: [Signature]
TITLE: General Mgr

CITY REPRESENTATIVE: _____
TITLE: _____

FIRE STATION REPRESENTATIVE: Rome M [Signature]
TITLE: FIRE CHIEF

Joseph R. Fusco, Jr.
Mayor



Jake DiBari
Director

DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

Rome City Hall, 198 N. Washington Street, Rome, New York 13440-5815

Telephone: (315) 339-7643 Fax: (315) 838-1167

May15, 2015

Al Morgan
MSC Morgan Specialized Contracting, Inc.
1173 County Route 45
Central Square, NY 13036
315-480-7733

RE: CHANGE ORDER #8

ADDITIONAL TILE WORK: Install bullnose picture frame tile behind each mirror (4) in main bathroom.

BASEBOARD TRIM AND DOOR CUT: Install vinyl cove baseboard trim in new bathroom entry, marble threshold to locker room and cut and weld steel door bottom.

REASON FOR CHANGES:

1. There was no detail provided in Scope of Work for setting mirrors when half of the mirror would be on tile and half on drywall. The 3/8" gap behind the mirror was filled with a tile design so mirrors fully set flat against tile.
2. The vinyl cove baseboard and threshold were omissions in the Scope of Work and the door needed to be cut to clear the additional tile work that was done in the new bathroom entry (Requested by Chief Brement).

PLEASE NOTE: Change Orders are needed occasionally for unforeseen conditions or to improve the overall project. They are not meant to be used for excessive charges. Your cooperation is greatly appreciated.

COST OF CHANGE ORDER FIXED PRICE: \$741.00

OR

TIME AND MATERIALS NOT TO EXCEED \$

CONTRACTOR SIGNATURE:

TITLE:

CITY REPRESENTATIVE:

TITLE:

FIRE STATION REPRESENTATIVE:

TITLE:

RESOLUTION NO. 130

AUTHORIZING SETTLEMENT OF LAWSUIT
FILED AGAINST THE CITY OF ROME, NEW YORK

By _____:

WHEREAS, John D. Walker, filed a Complaint in New York State Supreme Court, Oneida County, in 2011 (Index No. 2011-2055), against the City of Rome, New York and State of New York relating to Mr. Walker's retirement benefits from the State of New York; and

WHEREAS, in his Complaint, Mr. Walker alleges that the City of Rome and/or State of New York failed to properly process and file Mr. Walker's retirement papers with the New York State Retirement System, such that Mr. Walker has not received all or a portion of his retirement and is seeking reimbursement for lost retirement in excess of \$1.3 million; and

WHEREAS, the City of Rome has entered defenses in the action, which include that the City of Rome processed Mr. Walker's retirement papers and any failure is Mr. Walker's and not the City's; and

WHEREAS, as the matter in question is related to law enforcement activities, the City has been represented by Selective Insurance Company, at no cost to the City and Derek Hayden, Esq., defense counsel for Selective Insurance Company and the City of Rome, has opined that the matter should be settled for Thirty Thousand and 00/100 Dollars (\$30,000.00) upon receipt of a release from Mr. Walker releasing the City and the insurance company from any and all further damages; and

WHEREAS, a question of fact exists in the action, such that the likelihood of the matter being dismissed without a trial is unlikely at which the City's insurance company-and potentially the City—could be liable for a considerably larger amount of damages, such that the settlement , is in the City's best interests; and

WHEREAS, Timothy A. Benedict, Corporation Counsel, has recommended a settlement of the aforesaid complaint upon receipt of a fully executed Release from John D. Walker, as being in the best interests of the City of Rome; now, therefore,

BE IT RESOLVED, pursuant to Rome Charter Law—Title A, §173, by the Board of Estimate and Contract of the City of Rome, New York, it does hereby authorize the Corporation Counsel of the City of Rome to settle the complaint of John D. Walker, against the City of Rome for the total sum of \$30,000.00, with no admission of wrongdoing or liability by the City of Rome—to be paid in full by Selective Insurance Company; and

BE IT FURTHER RESOLVED, that the Corporation Counsel is hereby authorized to effect such settlement upon receipt of an executed general release from the aforesaid Plaintiff; and

BE IT FURTHER RESOLVED, that the Corporation Counsel is further authorized to draft and execute such other and further documentation as may be necessary to effectuate said settlement and to permanently discontinue the matter.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 131

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
REHABILITATION AGREEMENT WITH BUYER AND APPROVING
THE SALE OF CITY OWNED PARCEL LOCATED AT
109 CANAL STREET, ROME, NEW YORK

By _____:

WHEREAS, Rome City Charter Title A, Section 33 states that a sale of real estate shall not be valid or take effect unless approved by the Board of Estimate and Contract of the City of Rome; and

WHEREAS, a certain city owned parcel of land is in need of rehabilitation and the City desires to sell and convey said real property to buyer, and obtain a written guarantee from the buyer that he will perform and accomplish the necessary rehabilitation within the agreed upon time frame of twelve (12) months from the date said rehabilitation agreement is executed; now, therefore,

BE IT RESOLVED, that the Mayor of the City of Rome is authorized to enter into a Rehabilitation Agreement, prepared and approved by the City of Rome Corporation Counsel and the City of Rome Codes Enforcement Officer, for property located at 109 Canal Street with Tony Pettenelli/Ed Green for the rehabilitation of said property located at 109 Canal Street, Rome, New York, known as Tax Map No. 242.066-0001-001; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that it approves and confirms the sale and conveyance of the property located at 109 Canal Street, Rome, New York, known as Tax Map No. 242.066-0001-001, in consideration of the performance of a Rehabilitation Agreement for said property, and for the sum of Ten Thousand and 00/100 Dollars (\$10,000.00), said conveyance to take place following the contingencies hereinafter set forth; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the execution by the buyer of the Rehabilitation Agreement within thirty days of the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that subsequent to the execution of the Rehabilitation Agreement, this authorization is further contingent upon the granting of a written certification by the City of Rome Codes Enforcement Officer, stating that he has inspected the property and that the buyer has completed all necessary rehabilitation in the time period required by the agreement; and

BE IT FURTHER RESOLVED, that upon receipt of the written certification from the Codes Enforcement Officer, the Mayor is hereby authorized to execute any and all deeds or other documents necessary to complete the transfer of title of said parcel of land; and

BE IT FURTHER RESOLVED, that this authorization is contingent upon the buyer having completed this transaction by rendering payment in full to the City of Rome within forty-five (45) days following receipt and review of copies of the proposed transfer documents pursuant to this sale; and

BE IT FURTHER RESOLVED, that the real property shall at no point in time be sold, transferred, titled or conveyed to any person who was a record owner and/or mortgagor of the property within the five (5) year period immediately preceding the date on which the property was taken by the City of Rome for non-payment of taxes. If such prohibited conveyance shall be made by any party in the succeeding chain of title, then immediately thereon (a) this conveyance shall become null and void to the buyer, his successors and/or assigns, and (b) the title to the above premises shall revert back to the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED: